

# MEMORANDUM

Agenda Item No. 8(I)(2)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving the terms and authorizing the County Mayor to execute a Memorandum of Understanding between the National Insurance Crime Bureau and Miami-Dade County relating to the leveraging of resources and information gathered by both agencies to enhance investigations and prosecutions of individuals, organized crime groups, and organizations involved in crimes related to insurance fraud and vehicle theft; and authorizing the County Mayor action to execute modifications as may be necessary and exercise the termination clause contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan and Co-Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.  
County Attorney



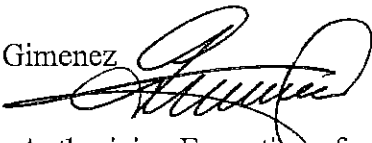
RAC/cp

# Memorandum



**DATE:** October 6, 2015

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**FROM:** Carlos A. Gimenez  
Mayor 

**SUBJECT:** Resolution Authorizing Execution of a Memorandum of Understanding between the  
National Insurance Crime Bureau and Miami-Dade County to Enhance Investigations  
and Prosecutions

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or County Mayor's designee to execute a Memorandum of Understanding (MOU) between the National Insurance Crime Bureau (NICB) and Miami-Dade County through the Miami-Dade Police Department (MDPD). MOU is effective upon signature and remains in effect for a period of five (5) years from the date of the final signature.

## **Scope**

The purpose of this MOU is to leverage the resources and information provided by both the NICB and the MDPD to enhance criminal investigations and support prosecutions of individuals, organized crime groups and organizations involved in insurance fraud and vehicle theft, including cargo theft, arson, and other related criminal violations of Florida Statutes.

## **Delegation of Authority**

Upon approval by the Board, the County Mayor or County Mayor's designee will have the authority to execute the MOU for and on behalf of Miami-Dade County, to modify as may be necessary, and to execute the termination provisions contained therein.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County.

## **Track Record/Monitor**

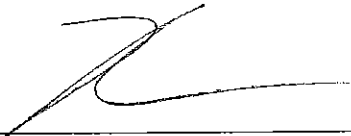
The entity involved for this MOU is the MDPD Economic Crimes Bureau. Ariel Artime, Major of the Economic Crimes Bureau, MDPD, will track and monitor this agreement.

## **Background**

In the conduct of day-to-day operations, the MDPD conducts criminal investigations which are facilitated by different kinds of partnerships, including with private not-for-profit organizations, such as the NICB. The NICB is dedicated exclusively to fighting insurance fraud and vehicle theft. The organization, which is comprised of more than 1,100 property and casualty insurance companies and self-insured organizations, assists law enforcement agencies and their investigations at no cost to law enforcement. The NICB will provide MDPD with resources for these criminal investigations, including investigative support and other personnel, specialized equipment including vehicles, analytical support, information sharing, training and other related services. This resolution will formalize the long standing

Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
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and productive partnership between the NICB and the MDPD. Through the continuation of this partnership with the NICB, MDPD is able to enhance the public safety of this community for the benefit of our citizens and visitors.

  
\_\_\_\_\_  
Russell Benford  
Deputy Mayor

Attachment #1: Memorandum of Understanding - The National Insurance Crime Bureau




# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** October 6, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(I)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(I)(2)  
10-6-15

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL INSURANCE CRIME BUREAU AND MIAMI-DADE COUNTY RELATING TO THE LEVERAGING OF RESOURCES AND INFORMATION GATHERED BY BOTH AGENCIES TO ENHANCE INVESTIGATIONS AND PROSECUTIONS OF INDIVIDUALS, ORGANIZED CRIME GROUPS, AND ORGANIZATIONS INVOLVED IN CRIMES RELATED TO INSURANCE FRAUD AND VEHICLE THEFT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION TO EXECUTE MODIFICATIONS AS MAY BE NECESSARY AND EXERCISE THE TERMINATION CLAUSE CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, in the conduct of day-to-day operations, the Miami-Dade Police Department conducts criminal investigations which require a variety of partnerships, including with the National Insurance Crime Bureau, a private not-for-profit organization which supports law enforcement agencies' efforts to combat insurance fraud and vehicle theft at no cost to law enforcement;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the terms and authorizes the execution by the County Mayor or County Mayor's designee of the Memorandum of Understanding between the National Insurance Crime Bureau and Miami-Dade County, through the Miami-Dade Police Department, to leverage resources and information to enhance criminal investigations and prosecutions, and for the National Insurance Crime Bureau

to provide the Miami-Dade Police Department with investigative support and other personnel, specialized equipment including vehicles, analytical support, information sharing, training, and related services, in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute modifications and to exercise termination provisions contained in the Memorandum of Understanding as necessary and appropriate on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

MP

Matthew Papkin

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE NATIONAL INSURANCE CRIME BUREAU**  
**AND**  
**MIAMI-DADE COUNTY**

**Parties:**

This Memorandum of Understanding (MOU) is being executed between Miami-Dade County, by and through its department, the Miami-Dade Police Department (MDPD) and the National Insurance Crime Bureau (NICB), collectively referred to as the parties.

**Purpose:**

The Parties hereby enter into this MOU to leverage the resources and information provided by both organizations, the NICB and the MDPD, to enhance investigations, and support successful prosecutions, of individuals, organized crime groups, and organizations, involved in crimes related to insurance fraud and vehicle theft, including cargo theft, arson, and other related criminal violations of Florida Statutes.

**Authority:**

This MOU is entered pursuant to applicable Florida Statutes governing criminal investigations.

**Responsibility of the Parties:**

**A. Miami-Dade Police Department**

The MDPD serves as the lead agency of several task forces that target different types of crime and criminal activity, as well as organized crime groups and organizations. The MDPD investigates crimes related to insurance fraud, such as cargo theft, which is conducted via the MDPD Cargo Theft Task Force (CTTF). The investigations are conducted in consultation with the United States Attorney's Office Southern District of Florida, the Florida Attorney General's Office, and the State Attorney for the Eleventh Judicial Circuit. The MDPD determines the investigative subjects, strategies, techniques and priorities. The investigative methods and the administrative procedures shall comply with the policies and procedures of the MDPD and the respective prosecuting agency guidelines.

**B. NICB**

The NICB is a not-for-profit organization dedicated exclusively to fighting insurance fraud and vehicle theft. The organization is comprised of more than 1,100 property and casualty



insurance companies and self-insured organizations. The NICB assists law enforcement agencies and their operations and investigations at no cost to law enforcement. Consistent with the NICB and its purpose, the NICB will provide assistance to the MDPD in its investigations as requested by the MDPD. This assistance may include:

- Investigative support and other personnel resources to further the MDPD's investigative process and outcomes (i.e. arrests and successful prosecutions);
- Support of MDPD operations such as facilitating provision of bait cars, surveillance equipment, investigative vehicles, pretext insurance policies, financial assistance;
- Analytical support to support specific investigations through NICB crime analysts trained to identify crime trends on a range of fraud and theft issues;
- Access to various data systems, including the NICB databases, especially with regard to cargo theft, fraud, vehicle theft, arson investigations, and other investigations related to insurance fraud;
- Conduct training programs concerning vehicle theft, vehicle identification, insurance fraud and other topics related to these criminal investigations to enhance investigative skills of MDPD sworn personnel.

#### **Procedures:**

##### **A. Reports and Records:**

All reports and records are considered the property of the MDPD and are considered sensitive and shall be maintained by the MDPD.

##### **B. Prosecution:**

NICB understands the investigative and prosecution decisions will be the sole discretion of the MDPD.

##### **C. Confidentiality:**

Neither NICB nor its employees, agents, or representatives, may reveal the confidential and sensitive nature of any MDPD investigation, or identity of any agent, task force officer, or source to any unauthorized person or persons during the term of this agreement or thereafter. Furthermore, NICB will not publish or disseminate any information or material resulting from MDPD investigations without prior express authorization from a MDPD supervisor.

##### **D. Media:**

MDPD will coordinate with other law enforcement agencies the release of information to the media as relates to these investigations and task forces. No information relating to a MDPD investigation shall be released to the media by NICB without prior approval from the MDPD.

**E. Funding:**

This MOU is not an obligation or commitment of funds nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties. Unless otherwise agreed to in writing, each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable law, regulations and policies.

**F. Dispute Resolution:**

The Parties agree to attempt to resolve any dispute arising from this MOU at the field level before referring the matter to supervisory personnel for resolution.

**G. Points of Contact:**

1. With regard to the MDPD and the CTTF, the point of contact is the MDPD CTTF Lieutenant. As relates to other crimes, investigations, and task forces, appropriate MDPD personnel will be appointed as the point of contact.
2. The point of contact for NICB is the Special Agent assigned to the MDPD CTTF, or other NICB agents as appropriate.

**H. Duration, Amendment and Termination of MOU:**

This MOU shall take effect upon execution and approval by all participating agencies and shall remain in effect for a period of five (5) years from the date executed by the final signatory to the Agreement, unless terminated as specified below. This MOU may be modified at any time by the mutual written consent of the Parties. Also, this MOU may be terminated at any time by either Party upon written notice to the other Party.

**I. No Rights:**

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the Parties, the State of Florida, Miami-Dade County, or the officers, employees, agents, or other associated personnel thereof.

**J. Liability:**

To the extent permitted by law and as limited by Sec. 768.28, Florida Statutes, each party shall assume the liability arising from acts taken by its personnel pursuant to this MOU. In no event shall a party be liable for acts, omissions, or conduct of the officers, employees or agents of the other participating party of this MOU and neither party intends a waiver of sovereign immunity or the limits provided by Sec. 768.28, Florida Statutes.

AGREED TO AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2015,

**National Insurance Crime Bureau**

\_\_\_\_\_  
James K. Schweitzer, Chief Operating Officer  
National Insurance Crime Bureau

Date: \_\_\_\_\_

**Miami-Dade County**

\_\_\_\_\_  
Carlos A. Gimenez, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
J.D. Patterson, Director  
Miami-Dade Police Department

Date: \_\_\_\_\_